EXHIBIT G - Notice of Default

KEYBANK REAL ESTATE CAPITAL



08/07/2024

Via Overnight Delivery & Email

KUNBA LLC

Attn: Robert Khomari 36 West 37th Street, 2nd Floor New York, New York 10018

RE: Trust/Lender: Wilmington Trust National Association, as Trustee, for the benefit of holders of Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2019-SB65

Borrower Name: KUNBA LLC

Loan: \$1,750,000 loan originally made by CPC Mortgage Company LLC, and

currently held in the trust.

Loan No.: 10213588 | 501841342

Dear Borrower:

KeyBank National Association dba KeyBank Real Estate Capital acts as servicer to Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2019-SB65 ("Lender"). Lender is the holder and owner of among other things: that certain Promissory Note, dated as of February 7, 2019, in the principal amount of \$1,750,000, the maker of which KUNBA LLC ("Borrower") payable to the order of CPC Mortgage Company LLC ("Original Lender") (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note"). The Note is secured by, among other things, those certain Mortgages, dated as of February 7, 2019, granted by KUNBA LLC ("Mortgagor") on the real and personal property located at 430 East 162nd Street, Bronx, NY ("Property"), granted by Mortgagor on the Property in favor of Original Lender (the "Security Instrument"). The Note, the Security Instrument, and any other document or agreement evidencing, securing or executed in connection with the Loan shall hereinafter be collectively referred to as the "Loan Documents." Capitalized terms contained herein, but not defined herein, shall have the meanings set forth in the Security Instrument.

Under the Loan Documents, Borrower is obligated to pay the Loan in full on the Maturity Date. Borrower has failed to pay the Loan in full on the Maturity date of the Loan. Lender has accepted payments after 3/1/2024 as partial payments of the amounts due and payable under the documents evidencing, securing or otherwise relating to the Loan (the "Loan Documents").

Demand is hereby made for immediate payment in full of the amounts due and owed under the Loan Documents on or before Friday, March 12, 2021. As of March 1, 2021, the amounts necessary to cure the above-referenced maturity default are as follows:

Principal Due: \$618,357.43

KUNBA LLC August 7th, 2024

Page 2

Accrued Note Interest:	\$35,109.92
Default Interest Due 04/01/2020- 3/1/2021:	\$22,947.93
Late Charges:	\$3,850.41
Misc Fees:	\$8,000.00
Total:	\$688,265.69

Note that the sum of these amounts is subject to increase as default interest, late charges, fees and costs, including attorney's fees, and additional Lender advances continue to accrue. Payment of the amounts will not cure the default related to Borrower's failure to maintain insurance on the collateral described in the Mortgage. Please contact the undersigned for an exact amount owed as of the time you intend to bring the loan current.

If the maturity default is not cured as demanded herein, Lender may pursue any and all available rights and remedies under the Loan Documents or at law or in equity, without further notice or demand. Such rights and remedies include but are not limited to acceleration of the indebtedness evidenced by the Note, the appointment of a receiver at the Property, the direct collection of all rents, income and profits arising from the operation of the Property and foreclosure of the Property and of any other property that secures the indebtedness owed under the Loan Documents.

Please note that payments made by Borrower to date constitute only a partial payment of the defaulted indebtedness, and Lender's acceptance or application of such partial payment is not, and shall not be considered to be, a waiver of Lender's rights, remedies or recourse with respect to the unpaid balance of the debt. All of Lender's rights, remedies and recourse under the Loan Documents, under law, or in equity are hereby expressly reserved. Further, the enumeration of any specific default herein is not intended, and shall not be considered, to waive other defaults that may currently exist under the Loan Documents.

Any past or future partial payment made by Borrower, or acceptance of any partial payment by Lender or any of its representatives or loan servicing agents, of any amount that is not sufficient to pay the debt in full under the Loan Documents is not intended, and shall not be deemed, to constitute a waiver of Lender's rights, remedies or recourse under the Loan Documents or at law or in equity. Any application of any such payment is not intended, and shall not be deemed, to be a modification, rearrangement, reinstatement or extension of the existing Loan Documents. Any such payment shall be applied in such order as Lender may elect in its sole discretion, without any waiver by Lender of its right to pursue any of its rights and remedies under the Loan Documents or at law or in equity.

Lender, or Lender's servicer or other agents, may, from time to time, generate automated billing statements or other statements that are forwarded to Borrower or to other persons or entities on a monthly or other periodic basis. The forwarding to you of any billing statement, including any billing statement that purports to state amounts due and owing by Borrower that are different from the matured indebtedness owed, may not be relied upon by Borrower, do not act to extend the maturity date or to reinstate the debt in any manner, and do not result in any waiver of Lender's rights as set forth herein, all of which are reserved in their entirety.

Any past or future negotiation between you or your representatives or agents on the one hand and Lender and its representatives or agents on the other do not and shall not constitute a waiver of Lender's rights to exercise its rights and remedies under the Loan Documents or at law or in equity. Any alleged waiver of any of Lender's rights shall not be effective unless in writing duly executed by an authorized representative of Lender. Neither Borrower nor any other obligor for the indebtedness owed under the Loan Documents shall be entitled to rely

KUNBA LLC August 7th, 2024

Page 3

upon any oral statements made or purported to be made by or on behalf of Lender or its agents in connection with any alleged agreement by or on behalf of Lender to refrain from exercising any of Lender's rights under the Loan Documents or otherwise at law or in equity.

Nothing set forth herein is intended, nor shall it be deemed, to modify, limit, release, reduce or waive any of Lender's rights, remedies, and/or privileges under the Loan Documents, or at law or in equity, all of which are hereby specifically reserved. Furthermore, the enumeration of any specific default herein is not intended, nor shall it be deemed, to waive other defaults that may currently exist under the Loan Documents. If you need additional information regarding your obligation to cure, please contact Isaac Judge at KeyBank Real Estate Capital, at 913-218-2757.

Thank you for your cooperation and prompt attention to this request.

Sincerely,

KeyBank National Association (successor by merger to KeyCorp Real Estate Capital Markets, Inc., an Ohio corporation), as Authorized Agent for Wilmington Trust National Association, as Trustee, for the benefit of holders of Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2019-SB65

Name: Isaac Judge
Title: Asset Manager
Phone: 913-218-2757

Email: Isaac S Judge@keybank.com

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2019082/00959001001E1BEE

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 7

Document ID: 2019082700959001 Document Date: 08-07-2019

Preparation Date: 08-27-2019

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 5

PRESENTER:

MCCOY & ORTA, P.C. 100 N. BROADWAY, SUITE 2600 OKLAHOMA CITY, OK 73102 SUPPORT@SIMPLIFILE.COM

RETURN TO:

MCCOY & ORTA, PC 100 N. BROADWAY, 26TH FLOOR OKLAHOMA CITY, OK 73102 SUPPORT@SIMPLIFILE.COM

PROPERTY DATA
Borough Block Lot Unit Address

BRONX 2383 18 Entire Lot 430 EAST 162 STREET

Property Type: APARTMENT BUILDING

CROSS REFERENCE DATA

CRFN: 2019000063492

ASSIGNOR/OLD LENDER:

☑ Additional Cross References on Continuation Page

PARTIES

ASSIGNEE/NEW LENDER:

FEDERAL HOME LOAN MORTGAGE CORPORATION WILMINGTON TRUST, NATIONAL ASSOCIATION, AS

8200 JONES BRANCH DRIVE TRUS

MCLEAN, VA 22102

TRUSTEE 1100 NORTH MARKET STREET WILMINGTON, DE 19890

FEES AND TAXES

Mortgage :			Filing Fee:
Mortgage Amount:	 \$	0.00	
Taxable Mortgage Amount:	\$	0.00	NYC Real I
Exemption:			1
TAXES: County (Basic):	\$	0.00	NYS Real I
City (Additional):	\$	0.00	1
Spec (Additional):	\$	0.00	
TASF:	\$	0.00	: هوي
MTA:	\$	0.00	
NYCTA:	\$	0.00	1 s/ a 4
Additional MRT:	\$	0.00	
TOTAL:	\$	0.00	
Recording Fee:	\$	65.00	
Affidavit Fee:	\$	0.00] WAIT
			7 * * * * * * * * * * * * * * * * * * *

\$ 0.00

NYC Real Property Transfer Tax:
\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

RECORDED OR FILED IN THE OFFICE CONTROL CONTRO

CITY OF NEW YORK

Recorded/Filed 08-29-2019 09:33 City Register File No.(CRFN):

2019000277126

City Register Official Signature

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2019082700959001001C196E

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 7

Document ID: 2019082700959001 Document Date: 08-07-2019

Preparation Date: 08-27-2019

Document Type: ASSIGNMENT, MORTGAGE

CROSS REFERENCE DATA

CRFN: 2019000063496 **CRFN:** 2019000063497

This instrument was prepared by and after recordation return to:

McCoy & Orta, P.C.

100 North Broadway, 26th Floor
Oklahoma City, OK 73102

Telephone: (888) 236-0007

Jurisdiction: Bronx County
New York
Loan No.: 501841342
7578.124

Loan Name: 430 East 162nd Street

Block 2383, Lot 18, Borough of Bronx Property Address: 430 East 162nd Street, Bronx, NY

This assignment is not subject to the requirements of Section 275 of the Real Property Law of the State of New York because it is an assignment within the secondary mortgage market.

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, FEDERAL HOME LOAN MORTGAGE CORPORATION, whose address is 8200 Jones Branch Drive, McLean, VA 22102 ("Assignor"), conveys, assigns, transfers, and sets over unto WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE SECURITIES, INC., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2019-SB65, ("Assignee"), whose address is 1100 North Market Street, Wilmington, DE 19890 without recourse, representation or warranty, express or implied, except as set forth in that certain related Mortgage Loan Purchase Agreement, all the right, title and interest of Assignor in and to the Mortgage and other documents, if any, described in Schedule A attached hereto and incorporated herein, together with the note or notes described therein, and all other documents and instruments relating to or securing said Mortgage or note or notes described therein, encumbering, among other things, the premises described in Exhibit A attached hereto and incorporated herein and the improvements thereon.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

Dated this $\underline{1}$ day of August, 2019, to be effective as of the $\underline{23}$ day of August, 2019.

> FEDERAL HOME LOAN MORTGAGE CORPORATION, a corporation organized and existing under the laws of the United States

Title: Director

Multifamily Operations

STATE OF VIRGINIA

COUNTY OF FAIRFAX

On the 1 day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary Ellen Slavinskas, Director, Multifamily Operations, of Federal Home Loan Mortgage Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument, and that such individual made such appearance before the undersigned, in Fairfax County, Virginia.

WITNESS my hand and official seal.

[SEAL]

My Commission Expires:

Name of Notary Publice

Loan No.: 501841342 M&O File No.: 7578.124

Loan Name: 430 East 162nd Street

SCHEDULE A

LIST OF MORTGAGES ASSIGNED

- 1. Substitute Mortgage A in the original principal amount of \$1,075,000.00 made by Kunba LLC to Signature Bank, dated as of February 7, 2019 and recorded February 25, 2019 as CRFN 2019000063492 in the Office of the Register of the City of New York, Borough and County of Bronx, State of New York;
 - Which above mortgage 1 was assigned by Assignment of Mortgage made by Signature Bank to CPC Mortgage Company LLC, executed February 5, 2019, dated and effective as of February 7, 2019 and recorded February 25, 2019 as CRFN 2019000063495 in the Office of said Register;
- 2. Gap Multifamily Mortgage, Assignment of Rents and Security Agreement in the original principal amount of \$675,000.00 made by Kunba LLC to CPC Mortgage Company LLC, dated as of February 7, 2019 and recorded February 25, 2019 as CRFN 2019000063496 in the Office of said Register; (Tax Paid: \$18,900.00)
 - Which above mortgages 1 and 2 were consolidated to form a single lien in the original principal amount of \$1,750,000.00 and extended and modified by Consolidation, Extension and Modification Agreement made by and between Kunba LLC and CPC Mortgage Company LLC, dated as of February 7, 2019 and recorded February 25, 2019 as CRFN 2019000063497 in the Office of said Register; and

Which above mortgages 1 and 2, as consolidated, extended and modified, were assigned by Assignment of Consolidated Security Instruments made by CPC Mortgage Company LLC to Federal Home Loan Mortgage Corporation, dated as of February 7, 2019 and recorded February 25, 2019 as CRFN 2019000063498 in the Office of said Register.

PRIOR HISTORY OF MORTGAGES FOR INFORMATION ONLY:

A. First Mortgage, Spreader and Security Agreement in the original principal amount of \$2,700,000.00 made by Double Salt LLC, 3rd Avenue Heights LLC and Kunba LLC to Signature Bank, dated as of November 15, 2013 and recorded January 6, 2014 as CRFN 2014000004114 in the Office of the Register of the City of New York, Borough and County of the Bronx, State of New York;

Which above mortgage A was severed and split by that certain Note and Mortgage Severance and Splitter Agreement made by and between Double Salt LLC, 3rd Avenue Heights LLC, Kunba LLC and Signature Bank, dated as of February 7, 2019 and recorded February 25, 2019 as CRFN 2019000063491 in the Office of said Register ("Agreement"); said Agreement severed and split the above mortgage into two separate and distinct liens in the amounts of:

Loan No.: 501841342 M&O File No.: 7578.124

Loan Name: 430 East 162nd Street

- (a) \$1,075,000.00, encumbering the property known as 430 East 162nd Street, Bronx, New York (Block 2383, Lot 18) (Parcel I), which is evidenced by Substitute Mortgage A made by Kunba LLC to Signature Bank, dated as of February 7, 2019 and recorded February 25, 2019 as CRFN 2019000063492 in the Office of said Register; and
- (b) \$1,360,421.90, encumbering the properties known as 501 East 176th Street, Bronx, New York (Block 2924, Lot 1), 1170-1174 Shakespeare Avenue, Bronx, New York (Block 2506, Lot 5), and 1285 Shakespeare Avenue, Bronx, New York (Block 2519, Lot 26) (collectively, Parcel II), which is evidenced by Substitute Mortgage B made by Double Salt LLC and 3rd Avenue Heights LLC to Signature Bank, dated as of February 7, 2019 and recorded February 25, 2019 as CRFN 2019000063493 in the Office of said Register.

Loan No.: 501841342 M&O File No.: 7578.124 Loan Name: 430 East 162nd Street

Case 1:25-cv-01696-DLC Document 44-7 Filed 05/02/25 Page 11 of 11

EXHIBIT ALEGAL DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Bronx, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 162nd Street, distant 264.45 feet westerly at the corner formed by the intersection of the southerly side of 162nd Street with the westerly side of Elton Avenue;

RUNNING THENCE southerly at right angles to said southerly side of 162nd Street, 100 feet:

THENCE westerly parallel with the southerly side of 162rd Street, 25 feet;

THENCE northerly and again at right angles to the southerly side of 162nd Street and part of the distance through a party wall, 100 feet to the southerly side of 162nd Street;

THENCE easterly to said southerly side of 162nd Street, 25 feet to the point or place of BEGINNING.

SAID premises being known as 430 East 162nd Street, Bronx, New York.

Loan No.: 501841342 M&O File No.: 7578.124

Loan Name: 430 East 162nd Street